

General Carl A. Spaatz (USAF) Field

**READING REGIONAL
AIRPORT AUTHORITY**

**ADMINISTRATIVE POLICIES &
PROCEDURES**

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01 GENERAL PROVISIONS

- 01.01 The Reading Regional Airport Authority is a municipal authority of the Commonwealth of Pennsylvania which rights, powers and duties are set forth in the Pennsylvania Municipality Authorities Act of 1945, as amended
- 01.02 The Reading Regional Airport Authority shall comply with the Commonwealth of Pennsylvania Sunshine Act and Right-to-Know Act
- 01.03 This Administrative Policy Manual is intended as a guide for the business procedures of the Reading Regional Airport Authority
- 01.04 This Administrative Policy Manual is not intended to amend, modify or supersede any provisions of Federal, State or Local law, or any specific written contractual agreement with the RRAA with which it may conflict, provided, however, that this Administrative Policy Manual shall, insofar as possible, be interpreted so that no such conflict shall exist
- 01.05 This Administrative Policy Manual is subject to amendment by the RRAA Board. The RRAA Board may promulgate future amendments, additions, deletions or corrections when deemed appropriate and necessary

02 PERSONNEL HANDBOOK

- 02.01 RRAA has prepared, and shall periodically review, an "Employee Handbook" that contains the policies, practices and procedures affecting all employees during their employment
- 02.02 The "Employee Handbook" shall be a reference guide for policy only and is not an expressed or implied employee contract
- 02.03 In the event of disagreement between the "Employee Handbook" and the "Union Agreement", the "Union Agreement" shall supersede

03 MEAL POLICY

- 03.01 Meals may be provided to employees, at the discretion of the Airport Manager, if they are called in two (2) hours before their regularly scheduled shift or if they are required to remain for more than two (2) hours beyond the end of their regularly scheduled shift
- 03.02 RRAA Board members and RRAA administrative personnel may charge meals to RRAA, if they are conducting RRAA business with a guest(s). Meal charge slips shall be turned into the RRAA office and shall include information regarding the meeting and a list of the RRAA guests
- 03.03 RRAA shall not be responsible for the purchase of alcoholic beverages of any kind

04 CONFLICT OF INTEREST

- 04.01 The members of the RRAA Board and employees of the RRAA shall comply with the Pennsylvania Public Official and Employee Ethics Law (the Ethics Law), Act 170 of 1978, 65 P.S. Section 401 *et seq.*, as amended and any applicable resolution of the RRAA Board
- 04.02 Board members and executive employees shall annually file a Pennsylvania Statement of Financial Interests with the Chief Financial Officer
- 04.03 Conflict of Interest Policy (adopted 2/17/2015):

READING REGIONAL AIRPORT AUTHORITY

Policy on Conflicts of Interest And Disclosure of Certain Interests

This conflict of interest policy is designed to help board members and employees of the Reading Regional Airport Authority identify situations that present potential conflicts of interest and to provide Reading Regional Airport Authority with a procedure that, if observed, will allow a transaction to be treated as valid and binding even though a board member, or employee has or may have a conflict of interest with respect to the transaction. In the event there is an inconsistency between the requirements and procedures prescribed herein and those in federal or state law, the law shall control. All capitalized terms are defined in Part 2 of this policy.

1. Conflict of Interest Defined

For purposes of this policy, the following circumstances shall be deemed to create Conflicts of Interest:

A. Outside Interests.

(i) A Contract or Transaction between Reading Regional Airport Authority and a Responsible Person or Family Member.

(ii) A Contract or Transaction between *Reading Regional Airport Authority* and an entity in which a Responsible Person or Family Member has a Material Financial Interest or of which such person is a director, officer, agent, partner, associate, trustee, personal representative, receiver, guardian, custodian, conservator, or other legal representative.

B. Outside Activities.

(i) A Responsible Person competing with *Reading Regional Airport Authority* in the rendering of services or in any other Contract or Transaction with a third party.

(ii) A Responsible Person's having a Material Financial Interest in or serving as a director, officer, employee, agent, partner, associate, trustee, personal representative, receiver, guardian, custodian, conservator, or other legal representative of, or consultant to an entity or individual that competes with *Reading Regional Airport Authority* in the provision of services or in any other Contract or Transaction with a third party.

C. Gifts, Gratuities and Entertainment. A Responsible Person accepting gifts, entertainment,

or other favors from any individual or entity that:

- (i) does or is seeking to do business with, or is a competitor of *Reading Regional Airport Authority*; or
- (ii) has received, is receiving, or is seeking to receive a loan or grant, or to secure other financial commitments from *Reading Regional Airport Authority*;
- (iii) is a charitable organization;

under circumstances where it might be inferred that such action was intended to influence or possibly would influence the Responsible Person in the performance of his or her duties, This does not preclude the acceptance of items of nominal or insignificant value or entertainment of nominal or insignificant value that are not related to any particular transaction or activity of *Reading Regional Airport Authority*.

2. Definitions.

- A. A *Conflict of Interest* is any circumstance described in Part 1 of this Policy.
- B. A *Responsible Person* is any person serving as an officer, employee, or member of the board of directors of *Reading Regional Airport Authority*.
- C. A *Family Member* is a spouse, domestic partner, parent, child, or spouse of a child, brother, sister, or spouse of a brother or sister, of a Responsible Person.
- D. A *Material Financial Interest* in an entity is a financial interest of any kind that, in view of all the circumstances, is substantial enough that it would, or reasonably could, affect a Responsible Person's or Family Member's judgment with respect to transactions to which the entity is a party. This includes all forms of compensation.
- E. A *Contract or Transaction* is any agreement or relationship involving the sale or purchase of goods, services, or rights of any kind, the providing or receipt of a loan or grant, the establishment of any other type of pecuniary relationship, or review of a charitable organization by *Reading Regional Airport Authority*, The making of a gift to *Reading Regional Airport Authority* is not a Contract or Transaction.

3. Procedures.

- A. Before board or committee action on a Contract or Transaction involving a Conflict of Interest, a director or committee member having a Conflict of Interest and who is in attendance at the meeting shall disclose all facts material to the Conflict of Interest. Such disclosure shall be reflected in the minutes of the meeting.
- B. A director or committee member who plans not to attend a meeting at which he or she has reason to believe that the board or committee will act on a matter in which the person has a Conflict of Interest shall disclose to the chair of the meeting all facts material to the Conflict of Interest. The chair shall report the disclosure at the meeting and the disclosure shall be reflected in the minutes of the meeting.
- C. A person who has a Conflict of Interest shall not participate in or be permitted to hear the board's or committee's discussion of the matter except to disclose material facts

and to respond to questions, Such person shall not attempt to exert his or her personal influence with respect to the matter, either at or outside the meeting.

D. A person who has a Conflict of Interest with respect to a Contract or Transaction that will be voted on at a meeting shall not be counted in determining the presence of a quorum for purposes of the vote, The person having a conflict of interest may not vote on the Contract or Transaction and shall not be present in the meeting room when the vote is taken, unless the vote is by secret ballot. Such person's ineligibility to vote shall be reflected in the minutes of the meeting.

E. Responsible Persons who are not members of the board of directors of *Reading Regional Airport Authority*, or who have a Conflict of Interest with respect to a Contract or Transaction that is not the subject of board or committee action, shall disclose to the Chair or the Chair's designee any Conflict of Interest that such Responsible Person has with respect to a Contract or Transaction. Such disclosure shall be made as soon as the Conflict of Interest is known to the Responsible Person. The Responsible Person shall refrain from any action that may affect *Reading Regional Airport Authority's* participation in such Contract or Transaction.

In the event it is not entirely clear that a Conflict of Interest exists, the individual with the potential conflict shall disclose the circumstances to the Chair or the Chair's designee, who shall determine whether there exists a Conflict of Interest that is subject to this policy.

4. Confidentiality.

Each Responsible Person shall exercise care not to disclose confidential information acquired in connection with such status or information the disclosure of which might be adverse to the interests of *Reading Regional Airport Authority*. Furthermore, a Responsible Person shall not disclose or use information relating to the business of *Reading Regional Airport Authority* for the personal profit or advantage of the Responsible Person or a Family Member.

5. Review of Policy.

A. Each new Responsible Person shall be required to review a copy of this Policy and to acknowledge in writing that he or she has done so.

B. Each Responsible Person shall annually complete a disclosure form identifying any relationships, positions, or circumstances in which the Responsible Person is involved that he or she believes could contribute to a Conflict of Interest arising. Such relationships, positions, or circumstances might include service as a director of or consultant to a not-for-profit organization, or ownership of a business that might provide goods or services to *Reading Regional Airport Authority*. Any such information regarding business interests of a Responsible Person or a Family Member shall be treated as confidential and shall generally be made available only to the Chair, the Airport Manager, and any committee appointed to address Conflicts of Interest, except to the extent additional disclosure is necessary in connection with the implementation of this Policy.

C. This policy shall be reviewed annually by each member of the board of directors. Any changes to the policy shall be communicated immediately to all Responsible Persons.

05 PROCEDURE FOR SELECTION OF PROFESSIONAL CONSULTANTS

- 05.01 All proposed projects , with the exception of emergencies, shall have the prior approval of the RRAA Board before they are undertaken and shall comply with the FAA approved Airport Master Plan, the FAA Airport Capital Improvement Plan (ACIP) and the PennDOT Twelve Year Plan (TYP)
- 05.02 Requests for qualifications for consultants for proposed projects shall be publicly advertised
- 05.03 All consultants shall be selected in accordance with all applicable Federal and State law and regulations
- 05.04 Proposed applicants shall be pre-screened by the Airport Manager and the appropriate RRAA Committee, which together shall prepare a short list of qualified consultants. Proof of interview and/or investigation shall be in writing in sufficient detail to allow for audit verification thereof
- 05.05 The committee may interview consultants on the Short List in person at the RRAA offices. Proof of interview and/or investigation shall be in writing in sufficient detail to allow for audit verification thereof
- 05.06 If deemed necessary the committee shall make its recommendations to the RRAA Board and the Board shall take such action as deemed necessary
- 05.07 Airport Manager and Solicitor shall be responsible and accountable for compliance with all applicable laws and regulations regarding selection of consultants

06 PROPERTY DEVELOPMENT

- 06.01 Developer shall execute the current version of the RRAA standard Development Agreement with RRAA and supply all information requested therein

07 PROPERTY LEASES

- 07.01 All property shall be leased in accordance with all applicable Federal and State laws and regulations. Proof of compliance shall be documented in writing in sufficient detail to allow for audit verification thereof
- 07.02 RRAA shall use the current form Standard Lease, with any changes from the Standard Lease set forth in a Lease Addendum
- 07.03 If written confirmation of lease renewal, as required by any lease agreement, is not received by the renewal notification deadline, RRAA will allow (5) business days after the renewal notification deadline to pass and will then issue the tenant a letter of confirmation regarding the renewal notification deadline and the date of lease expiration
- 07.04 If written confirmation of lease cancellation, as required by any lease agreement, is not received by the cancellation notification deadline, RRAA will allow (5) business days after the cancellation notification deadline to pass and will then issue the tenant a letter of confirmation regarding the cancellation notification deadline and confirmation that the terms of the automatically renewing lease agreement shall stay in effect, throughout the period of renewal
- 07.05 For all new tenants at Reading Regional Airport, a security deposit will be required with execution of the lease. The standard amount of the security deposit will be one month's rent, although the Airport Authority reserves the right to collect an additional amount of security deposit if circumstances warrant. The Security Deposit will be held in a separate escrow account and will not bear interest.
- 07.06 Established tenants will not be charged security deposits. Any collected security deposits for an established tenant will be refunded.
- An established tenant is defined as any tenant with more than two years of having an aircraft, business, or operation based at Reading Regional Airport.

08 LEASED PROPERTY MAINTENANCE

- 08.01 RRAA personnel, or a professional engineer or licensed building inspector acting for RRAA, may inspect leased premises at any time during normal business hours, with reasonable prior written notice to Lessee, to determine compliance with lease requirements or any applicable federal, state or local regulation
- 08.02 A written report, with a list of deficiencies and deadline for corrective action, shall be submitted to Lessee for action
- 08.03 Lessee shall correct all deficiencies within an agreed upon deadline for corrective action or RRAA shall undertake the prescribed corrective action at Lessee's expense
- 08.04 RRAA personnel, or a professional engineer or licensed building inspector, shall conduct a final inspection after corrective action has been completed. RRAA personnel, or others, shall document final acceptance of Lessee's corrective action in writing in sufficient detail to allow for audit verification thereof

09 INFORMATION TECHNOLOGY SERVICES

- 09.01 RRAA offices are automated and linked by a Local Area Network (LAN)
- 09.02 All computers shall be connected to an uninterruptible power supply (UPS) that is in turn connected to an emergency generator
- 09.03 All computer records shall be automatically backed up daily to an off-site data back-up service
- 09.04 RRAA currently utilizes MAS 90 software to record all financial transactions
- 09.05 RRAA shall retain in the files an executed original of all legal and contractual documents

10 FINANCES

10.01 FISCAL YEAR

10.01.01 The RRAA fiscal year begins October 1 and ends September 30

10.02 ACCOUNTING

10.02.01 RRAA shall maintain a chart of accounts, standard in the airport industry

10.02.02 Transactions shall be posted daily in accordance with standard practices in the airport industry

10.03 AUDIT

10.03.01 An independent auditor shall conduct an annual audit after the close of each fiscal year

10.03.02 A single audit shall be conducted on federal and state grant projects in accordance with federal OMB guidance

10.03.03 Management recommendations, if any, shall be addressed immediately

10.04 RECEIPTS OF PAYMENTS

10.04.01 Receipts shall be issued for all cash and checks received in the RRAA offices

10.04.02 All cash and checks received in the RRAA offices shall be stored overnight in a locked fireproof safe and deposited in the bank as soon as practicable

10.04.03 All cash and checks received will be logged onto a Daily Cash Receipts summary and signed by RRAA's Administrative Assistant, Airport Manager, Director of Operations, or Airfield Operations Foreman. Once the Daily Cash Receipts Summary is complete, the deposit packet (including all cash, checks, supporting payment documentation, and the summary) is submitted to the Chief Financial Officer for processing.

10.04.04 The Chief Financial Officer enters daily deposits into the Sage accounting software and deposits them into RRAA's bank account.

10.05 TRAVEL EXPENSES

10.05.01 All members of the Board and employees shall submit a travel expense request for all travel on behalf of RRAA business on an approved form

10.06 RRAA CREDIT CARD

10.06.01 RRAA credit card(s) shall be used for official RRAA business only. Misuse or fraudulent use of a RRAA credit card is cause for disciplinary action, including discharge

10.07 PETTY CASH

10.07.01 RRAA shall maintain a petty cash fund with a maximum cash-on-hand balance of not more than\$ 300.00

10.07.02 Petty cash shall be disbursed upon presentation of a receipt for payment made for approved RRAA business

10.07.03 The Petty cash log is used to record and reconcile petty cash transactions and account

10.08 OPERATING BUDGET, PREPARATION SCHEDULE AND REPORTING.

10.08.01 The Airport Manager shall present a proposed Operating Budget to the Airport Authority Board by the regular September meeting
The Budget shall include:

1. An estimate of the unencumbered fund balances or deficits for the beginning of the ensuing year
2. An estimate of revenues for the ensuing year
3. A list of performance goals and objectives for the ensuing year
4. A detailed estimate of operating expenditures for the ensuing year

10.08.02 The Board shall approve the Operating Budget no later than the regular October meeting

10.08.03 The Board shall authorize the Airport Manager to spend the authorized line item amounts, in accordance with established purchasing policies, at the regular October meeting of the Board

10.08.04 The Operating Budget shall be maintained on an accrual basis

10.08.05 The Chief Financial Officer shall submit a monthly report to the Airport Manager and the RRAA Board comparing accrued expenses with the Operating Budget by line item

10.08.06 The Chief Financial Officer shall maintain a cost center Operating Budget by line item in accordance with standard bookkeeping practices at other airports for internal control of expenditures

10.09 OPERATING BUDGET LINE ITEMS

10.09.01 RRAA Operating Budget shall be a line-item budget as follows:

- Operating Revenues
 - Aviation
 - Aviation Concessions
 - Terminal Rent
 - Terminal Concessions
 - Commercial
 - Utilities
 - Miscellaneous Operating Revenue

10.09.02 Other Revenues

- Service Charge Income
- Interest Income
- Miscellaneous Other Revenue

10.09.03 Operating Expenses

- Wages and salaries
- Overtime
- Benefits
- Supplies
- Outside Services
- Utilities
- Dues, Subscriptions, & Licenses
- Conferences, Travel, & Living
- Advertising
- Professional Fees
- Insurance
- Miscellaneous Expense
- Finance Expenses
- Bank Charges
- Loan Payment Principal
- Loan Payment Interest
- Bad Debt Expense
- Other line items, as may be required

10.10 CAPITAL BUDGET, PREPARATION SCHEDULE AND REPORTING

10.10.01 RRAA shall maintain a FAA approved Airport Master Plan, on which the Capital

Budget is based. The Board shall review the Airport Master Plan annually

10.10.02 A capital improvement shall be defined as a non-recurring expenditure in excess of \$3,000 for Airport facilities having an estimated life of four years or more

10.10.03 RRAA shall maintain a Twelve Year Plan (TYP) for PennDOT and a five (5) year Airport Capital Improvement Plan (ACIP) for the FAA

10.10.04 RRAA shall maintain a Deferred Maintenance Projects list (DMP) for future projects

10.10.05 The Airport Manager shall submit a five-year Capital Budget to the Airport Authority Board by the regular September meeting. The Capital Budget shall include:

10.10.05.a An estimate of the unencumbered fund balance or deficit for the beginning of the ensuing year

10.10.05.b A descriptive list of projects and cost estimates for all capital improvements to be included in the five-year report

10.10.05.c A schedule of proposed methods of financing

10.10.06 The Board shall approve the Capital Budget no later than the regular October meeting

10.10.07 The Board shall adjust the Capital Budget during the year to maximize federal and state grants

10.11 PURCHASE ORDERS

10.11.01 Requests for Purchase Orders shall be compared with the Operating Budget to determine the availability of funds

10.11.02 All Purchase Orders shall be issued by the Airport Manager or designee

10.11.03 All Purchase Orders shall be pre-printed and sequentially numbered

10.11.04 Each Purchase Order shall consist of an original and one (1) copy; the original shall be issued to the vendor and the copy shall be retained by RRAA

10.11.05 Payment shall be made after delivery, upon receipt of vendors invoice and after matching with the Purchase Order

10.11.06 The RRAA copy of the Purchase Order shall be attached to the RRAA copy of the payment check and retained in the RRAA files

10.12 PURCHASING

- 10.12.01 It is the policy of the Board to obtain competitive pricing or bids for supplies, materials and contracts where such competitive pricing or bids are required by law
- 10.12.02 All purchases shall be made in accordance with all federal and state laws and regulations. Proof of compliance shall be in writing in sufficient detail to allow for audit verification thereof
- 10.12.03 The RRAA may purchase equipment, material, goods and supplies through the Commonwealth of Pennsylvania Piggy Back and COSTARS programs
- 10.12.04 A Purchase Order or a properly executed Contract shall accompany all purchases
- 10.12.05 All purchases, with the exception of emergencies, shall comply with the Board approved budget
- 10.12.06 The Airport Manager shall inform the Board of all emergency expenditures at the next Board meeting
- 10.12.07 The Airport Manager may exceed a budgeted line item without Board approval, if other line items can be adjusted to match the excess. The Airport Manager shall inform the Board of such line item budget adjustment at the next regularly scheduled Board meeting
- 10.12.08 All purchases in excess of the Board approved line item budget shall require the prior approval of the Board. In the event of an emergency only, the Airport Manager or designee may approve purchases that exceed the Board approved line item budget for purchase that are less than \$5,000
- 10.12.09 All purchases in excess of \$5,000 shall require the prior approval of the Board. In the event of an emergency, or when field conditions require an immediate decision, Board members shall be contacted by telephone, email, or convened for an emergency meeting for necessary approval
- 10.12.10 As per current state law, all supplies, materials and construction, costing nineteen thousand dollars (\$ 19,000) or more shall be purchased only after public advertisement in a local newspaper for sealed bids. Said public advertisement shall be for a minimum of twenty-one (21) days and shall consist of two (2) advertisements in a local newspaper. Proof of compliance shall be in writing in sufficient detail to allow for audit verification thereof

- 10.12.11 The Airport Manager or a designated representative shall publicly open sealed bids, in the presence of at least two (2) witnesses
- 10.12.12 The Board may reject any or all bids at its sole discretion
- 10.12.13 Bidders shall accompany each proposal with a certified check or surety bid bond in the amount of ten percent (10 %) of the total bid, payable to Reading Regional Airport Authority. These checks or bonds shall be returned to the unsuccessful bidders immediately after the award of the contracts. The checks or bonds for the successful bidder(s) shall be returned upon completion of the contract
- 10.12.14 All bids shall be awarded to the lowest responsible and qualified bidder, consideration being given to the qualities of the articles to be supplied, their conformity with specifications, their suitability to the requirements of the Airport, the delivery terms, compliance with Disadvantaged Business Enterprise (DBE) requirements and the past performance of vendors
- 10.12.15 Written or telephone price quotations from at least three (3) qualified and responsible contractors shall be required for all supplies, materials and contracts costing five thousand dollars (\$5,000) or more, but less than the amount required for advertisement and competitive bidding. Proof of compliance shall be in writing in sufficient detail to allow for audit verification thereof
- 10.12.16 RRAA personnel shall make a reasonable effort to get the lowest and best price for all supplies, materials and contracts costing less than \$ 5,000. Proof of compliance shall be in writing in sufficient detail to allow for audit verification
- 10.12.17 RRAA shall not extend favoritism to any vendors. Each order shall be placed on the basis of quality, price, delivery and past service
- 10.12.18 No purchase shall be made from a member of the Board, any employee, or from a member of his/her immediate household or from any enterprise in which he/she holds a substantial interest, unless such interest is disclosed in advance and waived by the RRAA Board
- 10.12.19 No member of the Board or any employee shall endorse any product of any type or kind in such a manner as shall identify him/her in any way as an employee of RRAA
- 10.12.20 To ensure RRAA is receiving the specified product and/or work at the lowest price available, each bidder shall submit, as part of the bid requirements, a non-collusion affidavit. Local purchasing shall be favored whenever the following factors are equal between local and non-local vendors:

Quality of product
Suitability of product Price
Conformance with specifications
Convenience of delivery
General reputation of business firm
Past services to RRAA
Compliance with Disadvantaged Business Enterprise requirements

10.13 PAYROLL

- 10.13.01 Work time for all hourly employees shall be recorded on a time clock
- 10.13.02 Salaried employees shall submit weekly reports regarding their time
- 10.13.03 All payroll accounting shall be performed by an independent third party

10.14 BANK ACCOUNTS

- 10.14.01 RRAA Board shall designate one or more banks or bank and trust companies as the depository for the safeguarding of RRAA funds
- 10.14.02 Each designated depository shall furnish proper security for such deposits in the amount designated by the Board and in accordance with the law
- 10.14.03 Each designated depository shall be advised not to cash checks payable to RRAA but to deposit said checks to RRAA accounts
- 10.14.04 Each depository shall be required to report to the Chief Financial Officer monthly on the status of such funds in the manner required by law
- 10.14.05 Bank account(s) shall be reconciled monthly

10.15 CHECKS

- 10.15.01 All checks shall be pre-printed and sequentially numbered
- 10.15.02 Each check shall consist of an original and one **(1)** copy; the original shall be issued to the vendor and the copy shall be retained by RRAA
- 10.15.03 RRAA Board members and the Airport Manager shall be authorized to sign checks
- 10.15.04 Checks in an amount less than \$5,000 shall require one (1) authorized signature

10.15.05 All checks in excess of five thousand dollars (\$5,000) shall require two (2) authorized signatures

10.15.06 The Chief Financial Officer shall submit a check disbursement report at the monthly meeting of the Board

10.15.07 RRAA Board shall approve the issuance of all checks in the check disbursement report at its monthly meeting

10.15.08 Checks shall be reconciled monthly with Purchase Orders and/or executed contracts

10.16 INVENTORY

10.16.01 The Airport Manager or designee shall maintain an inventory of all equipment, materials and supplies owned by RRAA

10.17 DISPOSAL OF SURPLUS RRAA PROPERTY

10.17.01 RRAA shall endeavor to obtain the highest possible price for all equipment and/or material that is either surplus to RRAA needs, beyond its useful life, or outmoded

10.17.02 Equipment and/or material originally purchased with federal and/or state funds or acquired through a federal and/or state surplus equipment acquisition program shall be disposed of as directed by federal and/or state law

10.17.03 Equipment and/or material with an estimated value of less than \$500.00 that is either surplus to RRAA needs, beyond its useful life, or outmoded may be sold to a RRAA employee or an outside individual without publicly advertising the item for sale. If an RRAA employee desires to purchase such equipment and/or materials, an alternate proposal shall be obtained and documented and the RRAA employee's proposal shall be greater than the documented proposal

10.17.04 Equipment and /or material with an estimated value of more than \$500.00 that is either surplus to RRAA needs, beyond its useful life, or outmoded shall be publicly advertised one (1) time in a local newspaper and sold to the highest bidder. A description of the surplus item to be sold and a statement that the item shall be sold to the highest bidder upon receipt of cash or a certified check shall be published once in a local newspaper. All bids shall be received in a sealed envelope bearing the name of the bidder, item bid upon, the date and time of the bid opening. The item shall be sold to the highest bidder upon receipt of cash or a certified check

10.18 INVESTMENTS

- 10.18.01 RRAA shall optimize its return through investment of its unencumbered cash balances in such a way as to minimize non-invested balances and to maximize return on investments
- 10.18.02 Investments shall be made by the Authority and may be invested in U.S. Treasury Bills, Certificates of Deposit, Commonwealth of Pennsylvania, Pennsylvania Treasurers Invest Program for Local Governments or placed in time accounts or share accounts of institutions insured by the F.D.I.C. to the extent that such certificates are insured by a proper bond in accordance with the law and Board policy
- 10.18.03 The Director of Administration shall report to the Board monthly on the amount of funds in investment and the interest earned to date
- 10.18.04 RRAA funds may be withdrawn from approved public depositories, or negotiable instruments owned by RRAA may be sold before maturity at the sole discretion of the Authority acting within the law
- 10.18.05 All securities shall be purchased in the name of RRAA

10.19 ACCOUNTS RECEIVABLE

- 10.19.01 Accounts shall be collected on a continual basis
- 10.19.02 Accounts that are thirty (30) days past due shall be notified of their delinquent status
- 10.19.03 Accounts that are sixty (60) days past due shall be warned that the RRAA will take legal action with thirty (30) days if the delinquent account is not paid or if acceptable arrangements for payment are not made
- 10.19.04 Accounts that are ninety (90) days past due shall be submitted to the Solicitor or a collection agency for action
- 10.19.05 Delinquent accounts shall be charged a service charge of one and one-half percent (1-1/2%) per month on the outstanding balance
- 10.19.06 The status of Accounts Receivable shall be reviewed to the Board monthly

10.20 CAPITAL IMPROVEMENTS

10.20.01 A Job Cost account shall be maintained for each individual capital improvement project

10.20.02 A Job Cost account shall consist of the following:

- Budget
- Actual
- Revenue (e.g. Federal, State, Other Grants, Operating Revenue, Restricted Account, etc.)
- Contractor(s)
- Bid Price
- Change Order(s)
- Outstanding Balance
- Total

10.20.03 It shall be the policy of RRAA to minimize the number of project Change Orders. All Change Orders shall be approved in the manner outlined herein

10.20.04 All Change Orders shall require the signature of the Engineer, Contractor and RRAA and approval by the FAA and BOA

10.20.05 In the event of an emergency, or when field conditions require an immediate decision, the Airport Manager may approve Change Orders for less than \$5,000 and the Airport Manager shall inform the Board at the next regularly scheduled meeting

10.20.06 Any Change Order, in excess of \$5,000, requires prior approval of Reading Regional Airport Authority Board. In the event of an emergency, or when field conditions require an immediate decision, Board members shall be contacted via telephone, email or convened for an emergency meeting for necessary approval

10.20.07 All capital improvements and capital equipment acquisitions shall be depreciated on a straight-line basis over the life cycle of the project or equipment

10.21 FAA GRANT MANAGEMENT

10.21.01 Project grant fund management files are created for the purposes of record retention

10.21.02 Each grant gets assigned a project expense General Ledger code and corresponding liability General Ledger code

10.21.03 Each grant has a "Federal Grant Draw Summary" that includes the following:

Federal Grant ID #
Project Description
Project Expense G/L code
Project Liability G/L code

This document is used to record all project grant fund activity and serves to maintain a running balance for grant funds used and grant funds remaining

10.21.04 Each Grant has an “Invoice Certification Form” to record project costs by invoice and Federal Grant share to date

10.21.05 Each Grant has a “Summary of Invoices and Draws” to record expenses by type (Administrative, Engineering, Construction, Etc.) and the corresponding requests for reimbursements. This document also reflect the grant expense budget versus actual expense by type, percentage of grant funds used to date, and a breakdown of the calculated reimbursement for each request.

10.21.06 Request for Reimbursement (RFR) packets include the following:

SF 271 (Reflects “to date” status of grant funds
Current invoice certification
Copies of invoices relating to RFR

RFRs are processed through the Delphi E-Invoicing system, as required by the FAA. RFR packets are then filed, by grant, in a binder for the purpose of record retention and the RFR request is entered onto the “Federal Grant Draw Summary” for fund tracking purposes.

10.21.07 Upon receipt of electronic payments, grant reimbursements are recorded in the computer system using the Project Liability G/L Code. The date the payment was received is noted on the hardcopy RFR packet, as well as on the “Federal Grant Draw Summary”.

10.21.08 Copies of all project expenses and a final “Summary of Invoices and Draws” are kept in the project grant funds management file

10.21.09 Grant Financial Close-out Packets Include:

Final Project Close-out Report
FAA Forms 425 & 425A (if applicable)
Final SF 271
Final Project Cost Summary
Final Invoice Certification

11 AIRPORT OPERATIONS

11.01 FEDERAL AVIATION REGULATIONS (FARs)

11.01.01 RRAA is bound by all applicable FARs

11.02 FAA AIRPORT ADVISORY CIRCULARS (ACs)

11.02.01 RRAA is bound by all applicable ACs

11.03 FAA MASTER AGREEMENT

11.03.01 RRAA is bound by a Master Agreement with FAA as a condition of Airport Improvement Project (AIP) grants

11.04 COMMONWEALTH OF PENNSYLVANIA RULES OF AVIATION

11.04.01 RRAA is bound by Commonwealth Rules of Aviation

11.05 AIRPORT CERTIFICATION MANUAL (ACM)

11.05.01 RRAA shall maintain a written ACM on file in the RRAA offices as required by Federal Aviation Regulations (FAR) Part 139

11.05.02 RRAA shall train and maintain an Aircraft Rescue and Firefighting (ARFF) force as required by Federal Aviation Regulations (FAR) Part 139

11.06 AIRPORT SECURITY PLAN (ASP)

11.06.01 RRAA shall maintain a written ASP on file in the RRAA offices as required by Transportation Security Administration CFR 49 1542

11.06.02 RRAA has delegated the Bern Township Police Department to be the Law Enforcement Officer (LEO) as required by Transportation Security Administration CFR 49 1542

11.07 READING REGIONAL AIRPORT RULES AND REGULATIONS (RRARR) AND ENFORCEMENT

11.07.01 RRAA has adopted a set of Airport Rules and Regulations to promote public safety and security on the Airport. Said Airport Rules and Regulations shall be reviewed periodically

11.07.02 RRAA has delegated law enforcement authority to the Bern Township Police Department

11.08 AIRPORT MAINTENANCE MANUAL

11.08.01 RRAA maintains a written Airport Maintenance Manual (AMM) regarding key airport maintenance functions

11.09 NOISE COMPLAINTS

11.09.01 All noise complaints shall be recorded and filed

11.09.02 All unusual noise complaints shall be investigated

12 OFFICE OPERATIONS

12.01 FILES

12.01.01 All RRAA records shall be stored in the RRAA terminal building and shall not be removed from airport premises

12.01.02 All RRAA records shall be retained in accordance with Commonwealth of Pennsylvania Municipal Record Retention policies

12.02 RIGHT-TO-KNOW POLICY

READING REGIONAL AIRPORT AUTHORITY RIGHT-TO-KNOW POLICY FOR PUBLIC RECORDS Adopted by RRAA on 7/13/2010

I. Introduction

Reading Regional Airport Authority (the "Local Agency") is a local agency for purposes of the recent amendments to the Commonwealth of Pennsylvania's Right-to-Know Law, 65 P.S. § 66.1 et seq.

All local agencies shall provide public records in accordance with the Right-to-Know Law. Therefore, any record in the possession of the Local Agency shall be presumed to be a public record, except in the following circumstances:

- (a) The record is exempt under Section 708 of the Right-to-Know Law;
- (b) The record is protected by the attorney-work product doctrine, the attorney-client privilege, or other privilege recognized by the laws of the Commonwealth of Pennsylvania (i.e., statute or case law); or
- (c) The record is exempt from disclosure under any other federal or state law or regulation, or judicial order or decree.

Records are broadly defined under the Right-to-Know Law. The term includes a document, paper, letter, map, book, tape, photograph, film or sound recording, information stored or maintained electronically, and a data-processed or image-processed document

Requests for public records can be made by any person who is a legal resident of the United States, including resident aliens. Requests to the Local Agency can also be made by other local agencies, Commonwealth agencies (e.g., The Department of the Auditor General or the Treasury Department), judicial agencies (i.e., the courts), or legislative agencies (e.g., the Senate and House of Representatives)

II. Access and Procedure

Requesters must make requests for access to records in writing. A written request for access to records may be submitted in person, by mail, by e-mail, or by facsimile

The Local Agency has designated its Director of Administration, Brandy Sterner, to act as the Open-Records Officer ("Officer"). The Officer's contact information is set forth below:

Open Records Officer
Reading Regional Airport Authority
2501 Bernville Road
Reading, PA 19605
Phone: (610) 372-4666
Fax: (610) 372-4811
Email: BSterner@readingairport.org

Questions regarding this policy may be directed to the Officer at the telephone or e-mail address listed above

All written requests must be addressed to the Officer. In the event that a written request for records is addressed to a Local Agency representative other than the Officer, the Local Agency representative is hereby directed to promptly forward such requests to the Officer

Written requests should identify or describe the record sought with sufficient specificity to enable the Local Agency to ascertain which records are being requested. Unless otherwise required by law, a written request need not include any explanation of the requester's reason for requesting the records or the intended use of such records. The form which shall be used to file a request is attached hereto as Exhibit A. The Local Agency shall assign a tracking number to each filed form so as to track the Local Agency's progress in responding to requests under the new Right-to-Know Law

Prior to granting a request for access in accordance with the Right-to-Know Law, the Local Agency may require a requester to prepay an estimate of the fees authorized by law if the fees required to fulfill the request are expected to exceed \$100.00. The fees payable in a record request shall be as follows:

I. Fees

If a written request for records is granted in whole or in part, the following fees will be charged to the requester:

<u>Record Type</u>	<u>Fee</u>
Copies	\$ 0.25 per page
Certified Record Surcharge	\$ 1.00 per record
Redaction	No Charge

Other costs	Actual Charge
Postage:	
Records fitting into standard letter envelope	No Charge
Other types of mailing	Actual Cost

A "photocopy" is either a single-sided copy or one side of a double-sided copy of a standard 8.5" x 11" page. As noted above, the Local Agency may require a requester to prepay an estimate of the fees listed above if the fees required to fulfill the request are expected to exceed \$100, including prepayment of delinquent fees from a prior request. All costs must be paid by check or money order payable to the Local Agency

Except as otherwise provided by statute, no other fees may be imposed unless the Local Agency necessarily incurs costs for complying with the request, and such fees must be reasonable

In all circumstances, the requester must agree to pay applicable fees authorized by the new Right-to-Know Law, such as (but not limited to) postage (not to exceed actual cost of mailing), duplication and certification. **All applicable fees shall be paid before a requester receives access to the record(s) requested**

A record being provided to a requester shall be provided in the medium requested **if it** exists in that medium; otherwise, it shall be provided in the medium in which it exists. **The Local Agency shall not be required to create a record that does not currently exist or to otherwise compile, maintain, format or organize a record in a manner in which it does not currently compile, maintain, format or organize such record.** The Local Agency may impose reasonable fees for official certification of copies if the certification is at the behest of the requester and for the purpose of legally verifying the public record

Upon receipt of a written request for a public record, the Officer shall do the following:

- (a) Note the date of the receipt on the written request;
- (b) Compute the day on which the five-day period (see discussion of Response, below) will expire, and make a notation of that date on the written request; and
- (c) Create a file for the retention of the original request, a copy of the response, a record of written communications with the requester, and a copy of other communications.

III. Local Agency's Response

Upon receipt of a written request for access to a record, the Local Agency shall make a good faith effort to determine if the record requested is a public record and whether the Local Agency has possession, custody or control of the identified record. When doing so, the Local Agency will respond as promptly as possible under the circumstances existing at the time of the request. **Under the Right-to-Know Law, the Local Agency must send a response within five**

(5) business days of receipt of the written request for access, or else the written request shall be deemed denied. For purposes of this policy, a business day is any Monday, Tuesday, Wednesday, Thursday or Friday, except those days when the Local Agency's office is closed for all or part of a day due to a holiday

Upon receipt of a written request for access, the Officer shall determine if one of the following applies:

- (a) The request for access requires redaction of a record in accordance with the Right-to-Know Law;
- (b) The request for access requires the retrieval of a record stored in a remote location;
- (c) A timely response to the request for access cannot be accomplished due to bona fide and specified staffing limitations;
- (d) A legal review is necessary to determine whether the record is a record subject to access under the Right-to-Know Law;
- (e) The requester has not complied with the Local Agency's policies regarding access to records;
- (f) The requester refuses to pay applicable fees authorized by the Right-to-Know Law; or
- (g) The extent or nature of the request precludes a response within the required time period of five (5) business days.

Upon a determination that one of the factors listed above applies, the Officer shall send written notice to the requester within five (5) business days of receipt of the request for access. The notice shall include a statement notifying the requester that the request for access is being reviewed, the reason for the review, a reasonable date that a response is expected to be provided, and an estimate of applicable fees owed when the record becomes available. Information that the Local Agency redacts in accordance with the Right-to-Know Law shall be deemed a denial

If the date that a response is expected to be provided is in excess of thirty (30) calendar days, following the five (5) business days allowed for above, the request for access shall be deemed denied unless the requester has agreed in writing to an extension to the date specified in the notice. If the requester agrees to the extension, the request shall be deemed denied on the day following the date specified in the notice if the Local Agency has not provided a response by that date

For purposes of this policy, the "mailing date" shall be the date affixed to a: (1) response from the Officer to a request, which is to be the date the response is deposited in the U.S. mail; (2) final determination from the Officer, which is to be the date the final determination is deposited in the U.S. mail

Notwithstanding anything contained in this Policy to the contrary, the Local Agency may deny a requester access to a record if the requester has made repeated requests for that same record and the repeated requests have placed an unreasonable burden on the Local Agency

IV. Appeal of Local Agency's Determination

If a written request for access to a record is denied or deemed denied, the requester may file an appeal with the Commonwealth of Pennsylvania's Office of Open Records within fifteen

(15) business days of the mailing date of the Local Agency's response or within fifteen (15) business days of a deemed denial. The appeal shall state the grounds upon which the requester asserts that the record is a public record, and shall address any grounds stated by the Local Agency for delaying or denying the request

The Office of Open Records has established an internet website with information relating to the Right-to-Know Law, including information on fees, advisory opinions and decisions, plus the name and address of all Open-Records Officers in the Commonwealth of Pennsylvania. For information on the Office of Open Records requesters are referred to <http://openrecords.state.pa.us>

V. Retention of Records

Nothing in the Right-to-Know Law shall be construed to modify, rescind or supersede the Municipal Records Act, 53 Pa.C.S.A. § 1381 et seq., or the Local Agency's lawfully adopted record retention and disposition policy. Moreover, nothing in the Right-to-Know Law shall be construed to require access to any computer of the Local Agency, or that of an individual or employee of the Local Agency

12.03 PUBLIC RELATIONS

12.03.01 It shall be the policy of the Board to provide accurate, complete, and timely information of news value to all news sources

12.03.02 The Chairman shall release information relative to Board actions

12.03.03 The Airport Manager, or a designated representative, shall release information that has operational or administrative significance

13 RRAA BOARD BYLAWS AND MEETINGS

- 13.01 The RRAA Board has adopted a set of bylaws
- 13.02 The RRAA shall comply with the Pennsylvania Sunshine Act
- 13.03 The schedule for regularly scheduled meetings is posted in the Passenger Terminal
- 13.04 Advanced meeting packets shall be mailed to Board members, Airport Manager and the Solicitor at least three (3) days prior to the meeting. A final meeting packet shall be prepared for Board members for use at the meeting
- 13.05 Board meeting packets include the following items:
- Agenda
 - Minutes of the previous meeting(s)
 - Financial reports
 - Staff reports
 - Resolutions and support material
- 13.06 The minutes of RRAA Board meeting shall include:
- The agenda of the meeting.
 - Attendance record
 - Public comments
 - Communications from RRAA staff
 - Resolutions approved as amended
 - Synopsis of discussion
 - Record of vote
 - Expenditure authorizations, and related appropriations, including any special or restrictive provisions
 - Appropriation transfers
 - Indications of new and/or additional revenue sources, including grants from other levels of government
 - Awards to successful bidders for:
 - (1) Construction contracts
 - (2) Supplies and/or equipment
 - (3) Sales of new bond issues
 - Authorization for new leases
 - Authorization for additional employees
 - Joint ventures entered into with other governments
 - Public hearings held; e.g., as part of the budget adoption process
 - Authorizations of fund balance designations or reservations
 - Bank or depository accounts opened or closed
 - Accounts receivable

13.07 The RRAA Board has adopted the policy that Pursuant to Act No. 1986-84 and Section 11(a) of that Act any person attending a meeting of the RRAA Board shall have the right to use recording devices to record all proceedings. Notwithstanding the rights afforded by Section 11 and pursuant to the authority vested in it by Section 10 of Act 1986-84, the RRAA Board has adopted the following rule necessary for the conduct of its meetings and the maintenance of public order:

13.07.01 Prior to the commencement of any meeting at which the use of video and/or audio recording devices is desired , any person utilizing a video and/or audio recording device shall advise the RRAA Chairperson in an open and public manner of their intent to so record the proceedings so that the RRAA Board and all persons in attendance shall be made aware that the meeting is being recorded